

In Re:
GinaMarie Forester

Case No.: 19-27926
Chapter: 13
Judge: JNP

NOTICE OF PROPOSED COMPROMISE or SETTLEMENT OF CONTROVERSY

GinaMarie Forester, Debtor, in this case proposes a compromise, or to settle a claim and/or action as described below. If you object to the settlement or compromise, you must file a written objection with the Clerk of the United States Bankruptcy Court, and serve it on the person named below not later 7 days before the hearing date.

Address of the Clerk: US Bankruptcy Court
District of New Jersey
PO Box 2067
Camden, NJ 08101

If an objection is filed, a hearing will be held before the Honorable Jerrold N. Poslusny on December 17, 2019 at 10:00 a.m. at the United States Bankruptcy Court, courtroom no. 4C, 401 Market Street, Camden, NJ (hearing to be scheduled for at least 28 days from the date of the filing of the notice). If no objection is filed the clerk will enter a *Certification of No Objection* and the settlement may be completed as proposed.

Nature of action: Action by Debtor's siblings against the Debtor to set aside inter vivos deed transfer of condominium unit, located at 203 E. Brigantine Avenue, Unit 211, Brigantine, New Jersey (the "Condo Unit") from father (now deceased) to Debtor; to remove Debtor as executor of father's estate; and for compensatory damages.

Pertinent terms of settlement: Debtor to transfer ownership of Condo Unit to siblings.
Debtor to waive any interest she may have in medical malpractice claim initiated by sister related to father's medical care and treatment leading to his death.
Debtor to give up any other interest she may have in father's estate.
Siblings to assume sole responsibility for mortgage loan obligation against Condo Unit with balance of \$77,300.00
Siblings to give up any other claims against Debtor.
See Consent Judgment attached.

Objections must be served on, and requests for additional information directed to:

Name: Robert A. Loefflad, Esquire
Address: PO Box 405, Linwood, New Jersey 08221
Telephone No.: 609-653-1500

MANTELL, PRINCE & REYNOLDS, P.C.
430 Mountain Avenue, Suite 113
Murray Hill, New Jersey 07974
Tel: (908) 464-5900
Fax: (908) 464-5901
Gregory J. Coffey, Esq.
NJ Attorney ID No. 000961987
Attorneys for Plaintiffs, Edward L. McDonald, Jr.,
Theresa A. Visconti, and Donna M. McDonald-McGinn

SUPERIOR COURT
ATLANTIC COUNTY
FILED

SEP 23 2019

JAMES CURCIO
SURROGATE
DEPUTY CLERK

In the Matter of the
ESTATE OF EDWARD L. McDONALD, SR.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION: PROBATE PART
ATLANTIC COUNTY

DOCKET NO. 121534

Civil Action

CONSENT JUDGMENT

THIS MATTER having come before the Court by way of Consent Judgment, by and between plaintiffs, Edward L. McDonald, Jr., Theresa A. Visconti, and Donna M. McDonald-McGinn (hereinafter referred to as the "Plaintiffs"), and defendant, Ginamarie Forester ("Defendant"), and where the parties have agreed and consented to an amicable resolution of this matter, and having determined that the entry of the following Consent Judgment will facilitate the fair and expeditious resolution of this action, and for good cause appearing:

IT IS on this 23rd day of September, 2019,

ORDERED THAT:

1. Defendant, Ginamarie Forester, as record owner of title, shall directly and immediately convey the real property containing a condominium unit located at 203 East Brigantine Boulevard, Unit No. 211, Brigantine, Atlantic County, New Jersey (hereinafter the "Subject Property") to Plaintiffs, who shall take title to the Condominium as tenants in common.

2. Any and all fees and expenses related to the Subject Property, including, but not limited to, property taxes, condominium association fees, assessments, and insurance up to and including July 31, 2019 shall be the responsibility of Defendant, Ginamarie Forester.

3. As of August 1, 2019, any and all fees and expenses related to the Subject Property, including, but not limited to, property taxes, condominium association fees, and insurance, as well as the balance of the existing equity line on the Subject Property, represented to be in the amount of \$77,300 as of July 31, 2019, and subject to verification thereof, will become the responsibility of Plaintiffs.

4. As of August 1, 2019, any and all rent payments collected from tenants of the Subject Property shall be collected by and paid directly to the Plaintiffs.

5. The tenant or tenants currently occupying the Subject Property on a month-to month basis have not placed any security deposit with respect thereto, and in the event that the tenant or tenants currently occupying the Subject Property vacate the premises, there shall be no request and/or obligation to Plaintiffs to repay any such security deposit.

6. Defendant represents that other than the home equity line of credit that maintains a balance of \$77,300 as of July 31, 2019, there are no other liens and/or encumbrances on the Subject Property as of July 31, 2019. In the event a title search reveals the existence of any liens and/or encumbrances on the Subject Property other than the home equity line of credit that maintains a balance of \$77,300 as of July 31, 2019, such liens and/or encumbrances on the Subject Property shall continue to be the responsibility of Defendant, and Plaintiffs fully reserve all rights and legal remedies against Defendant in connection therewith, and nothing in this Consent Judgment may be construed to have released Defendant from any such obligation.

7. Defendant shall be entitled to remove and keep the bedroom set and items located in the attic represented by the Defendant to have only sentimental value from the Subject Property with the removal of such bedroom set and items located in the attic to occur in a way that does not materially disrupt the current tenant and/or the sale of the Subject Property.

8. With the exception of the bedroom set and the items of sentimental value located in the attic referenced in Paragraph 7 above, all other contents of the Subject Property, including, but not limited to, furniture and furnishings will remain indefinitely at the Subject Property until the Subject Property is sold. All fixtures to the Subject Property, along with certain appliances which are not fixtures, including, but not limited to, the refrigerator, the dishwasher, the stove, the oven, the washing machine, and the dryer will further remain indefinitely with the Subject Property until the Subject Property is sold. With the exception of the bedroom set and the items of sentimental value located in the attic referenced in Paragraph 7 above, Defendant, Ginamarie Forester relinquishes and releases any and all rights and/or interest in any other furniture and furnishings at the Subject Property.

9. With respect to the lawsuit for medical malpractice currently pending in the Superior Court of New Jersey, Law Division, Atlantic County, entitled Theresa Visconti v. AtlantiCare Regional Medical Center, Docket No. ATL-L-001880-19, (hereinafter the "Medical Malpractice Action" any and all recoveries obtained from the Medical Malpractice Action shall inure to the benefit of the Plaintiffs. Defendant, Ginamarie Forester relinquishes and releases any and all rights and/or interest in any recovery obtained or to be obtained by Plaintiffs in connection with the Medical Malpractice Action.

10. Defendant, Ginamarie Forester relinquishes and releases any and all rights and interest to serve as the Executrix of the Estate of Edward L. McDonald, Sr. (hereinafter the "Estate").

11. All other assets of the Estate, including, but not limited to, any bank or brokerage accounts, any real and/or personal property of any kind, and any other source of funds to the Estate shall inure to the benefit of Plaintiffs and Defendant, Ginamarie Forester relinquishes and releases any and all rights and interest to all other assets of the Estate.

12. Defendant represents that other than the home equity line of credit on the Subject Property that maintains a balance of \$77,303 as of July 31, 2019, all other debts, expenses, liabilities, and/or payment obligations to creditors of the Estate, including, but not limited to, outstanding credit card balances, have been discharged. In the event other debts, expenses, liabilities, and/or payment obligations to creditors of the Estate, including, but not limited to, outstanding credit card balances, not specifically identified and enumerated in this Consent Judgment are revealed after entry of this Consent Judgment, Plaintiffs fully reserve all rights and legal remedies against Defendant in connection therewith, and nothing in this Consent Judgment may be construed to have released Defendant from any such obligation.

13. The parties agree to fully cooperate in good faith with each other in executing all documents and materials necessary to effectuate the transfer and conveyance of title of the Subject Property from Defendant to Plaintiffs and the parties further agree to fully cooperate in good faith and in a manner as non-intrusive as possible to achieve completion of all tasks and undertakings required by this Consent Judgment with respect to the Subject Property and the Estate.

14. The parties agree to execute such additional documents as may be reasonably required in order to carry out the purpose and intent of this Consent Judgment, or to evidence anything contained herein.

15. This Consent Judgment shall be deemed an Order of Dismissal of this Lawsuit with prejudice and without costs to the extent that there has been full and accurate disclosure of all assets and liabilities of the Estate, including, but not limited to, any additional bank accounts and obligations to creditors. To the extent it is subsequently revealed that there has not been full and accurate disclosure all assets and liabilities of the Estate, Plaintiffs fully reserve all rights and legal remedies against Defendant in connection therewith, and nothing in this Consent Judgment may be construed to have released Defendant from any such obligation.

16. Plaintiffs hereby release and discharge Defendant, Ginamarie Forester, Robert Forester, and their children, respective heirs, personal representatives and assigns, from all actions, causes of actions, claims, arbitrations, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, Order of Settlements, claims and demands whatsoever, in law or equity, through the day of execution of this Consent Judgment, which Plaintiffs ever had, now has or hereafter may have for, upon, or by reason of any matter, cause or thing whatsoever arising from this Lawsuit or from the Estate, including any non-probate assets, with the exception of the obligations set forth in this Consent Judgment Amount after entry of this Consent Judgment.

17. Defendant, Ginamarie Forester and Robert Forester hereby release and discharge Plaintiffs, each of them, and their respective children, heirs, personal representatives and assigns, from all actions, causes of actions, claims, counterclaims, arbitrations, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, controversies, agreements, promises,

variances, trespasses, damages, Order of Settlements, claims and demands whatsoever, in law or equity, through the day of execution of this Consent Judgment, which Defendant, Ginamarie Forester and Robert Forester ever had, now has or hereafter may have for, upon, or by reason of any matter, cause or thing whatsoever arising from this Lawsuit or from the Estate, including any non-probate assets, with the exception of the obligations set forth in this Consent Judgment Amount after entry of this Consent Judgment.

18. This Consent Judgment is an absolute bar to all claims released hereunder. The parties will not at any time file any suit or make any demand against the other based upon the claims released hereunder.

19. The parties are not seeking judgment to recover attorneys' fees and costs incurred to date relative to the Lawsuit and this Consent Judgment.

20. A copy of the executed Consent Judgment shall be served upon all parties within seven (7) days of the entry.



Michael J. Blee
Hon. Michael J. Blee, P.J. Ch.

Certificate of Notice Page 8 of 9
 United States Bankruptcy Court
 District of New Jersey

In re:
 GinaMarie Forester
 Debtor

Case No. 19-27926-JNP
 Chapter 13

CERTIFICATE OF NOTICE

District/off: 0312-1

User: admin
 Form ID: pdf905

Page 1 of 2
 Total Noticed: 54

Date Rcvd: Nov 18, 2019

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 20, 2019.

518468756 +Allied Interstate, PO Box 19326, Minneapolis, MN 55419-0326
 518468757 +Alpha Recovery Corp., PO Box 1259, Dept. 136480, Oaks, PA 19456-1259
 518468759 Bryant State Bank, PO Box 5161, Sioux Falls, SD 57117-5161
 518468761 Chase Bank, Post Office Box 15298, Wilmington, DE 19850-5298
 518468766 Comenity Capital Bank - Forever 21, Post Office Box 183043, Columbus, OH 43218-3043
 518468768 +Cooper Levenson, 1125 Atlantic Avenue, Atlantic City, NJ 08401-4812
 518468770 +Department Stores National Bank - Macy's, Bankruptcy Processing, PO Box 8053, Mason, OH 45040-8053
 518468771 Discover Bank, c/o Discover Products, Inc., 6500 Albany Road, New Albany, OH 43054
 518468773 First National Credit Card, PO Box 5097, Sioux Falls, SD 57117-5097
 518468774 +Firstsource Advantage, LLC, 205 Bryant Woods South, Buffalo, NY 14228-3609
 518468776 +Home Depot Credit Services, PO Box 790328, Saint Louis, MO 63179-0328
 518506130 +JPMorgan Chase Bank, N.A., s/b/m/t Chase Bank USA, N.A., c/o National Bankruptcy Services, LLC, P.O. Box 9013, Addison, Texas 75001-9013
 518473467 +MOHELA on behalf of SoFi, 633 Spirit Drive, Chesterfield MO 63005-1243
 518468784 +Midland Credit Management, Attn: Consumer Support Services, 320 E. Big Beaver Road, Suite 300, Troy, MI 48083-1271
 518468783 +Midland Credit Management, Attn: Customer Support Services, 320 E. Big Beaver Road, Suite 300, Troy, MI 48083-1271
 518571815 +Midland Credit Management, Inc., PO Box 2037, Warren, MI 48090-2037
 518468786 Rita E. Dunleavy, Esquire, Pressler, Felt & Warshaw, LLP, 7 Entin Road, Parsippany, NJ 07054-5020
 518468790 SoFi Lending Club Personal Loan, PO Box 654158, Dallas, TX 75265-4158
 518468798 USA Bank, 10750 McDermott Freeway, San Antonio, TX 78288-0544
 518468800 +USA Credit Card, PO Box 65020, San Antonio, TX 78265-5020
 518468801 USA Federal Savings Bank, 10750 McDermott Freeway, San Antonio, TX 78288-0578
 518468797 +United Collection Bureau, Inc., 5620 Southwyck Boulevard, Toledo, OH 43614-1501
 518468802 Velocity Investments, LLC, 1800 State Route 34, Suite #404A, Wall Township, NJ 07719-9147

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

db +E-mail/Text: bfore90210@aol.com Nov 19 2019 00:06:51 GinaMarie Forester, 7 Ruth Court, Absecon, NJ 08201-1813
 smg E-mail/Text: usanj.njbankr@usdoj.gov Nov 19 2019 00:07:08 U.S. Attorney, 970 Broad St., Room 502, Rodino Federal Bldg., Newark, NJ 07102-2534
 smg +E-mail/Text: ustpregion03.ne.ecf@usdoj.gov Nov 19 2019 00:07:08 United States Trustee, Office of the United States Trustee, 1085 Raymond Blvd., One Newark Center, Suite 2100, Newark, NJ 07102-5235
 518468755 E-mail/Text: mary.stewart@abcofcu.org Nov 19 2019 00:07:15 ABCO Federal Credit Union, PO Box 247, Rancocas, NJ 08073-0247
 518468758 E-mail/Text: legal@arsnational.com Nov 19 2019 00:07:00 ARS National Services, Inc., PO Box 469100, Escondido, CA 92046-9100
 518468762 E-mail/Text: jsanders@cksfin.com Nov 19 2019 00:07:07 CKS Financial, PO Box 2856, Chesapeake, VA 23327-2856
 518468760 E-mail/PDF: AIS.cocard.ebn@americaninfosource.com Nov 19 2019 00:10:13 Capital One Bank, Post Office Box 30285, Salt Lake City, UT 84130-0285
 518468763 E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Nov 19 2019 00:07:04 Comenity Bank - Loft, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125
 518468764 E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Nov 19 2019 00:07:04 Comenity Bank - Ulta, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125
 518468765 E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Nov 19 2019 00:07:04 Comenity Bank - Victoria's Secret, Bankruptcy Department, PO Box 182125, Columbus, OH 43218-2125
 518468767 E-mail/Text: BNC-ALLIANCE@QUANTUM3GROUP.COM Nov 19 2019 00:07:04 Comenity Capital Bank - Overstock, Post Office Box 183043, Columbus, OH 43218-3043
 518468769 E-mail/PDF: creditonebknotifications@resurgent.com Nov 19 2019 00:09:56 Credit One Bank, PO Box 98873, Las Vegas, NV 89193-8873
 518468772 E-mail/Text: mrdiscen@discover.com Nov 19 2019 00:06:53 Discover Financial Services, Post Office Box 15316, Wilmington, DE 19850-5316
 518477827 E-mail/Text: mrdiscen@discover.com Nov 19 2019 00:06:53 Discover Bank, Discover Products Inc., PO Box 3025, New Albany, OH 43054-3025
 518468775 E-mail/Text: GenesisFS@ebn.phinsolutions.com Nov 19 2019 00:07:20 Genesis FS Card Services, PO Box 4499, Beaverton, OR 97076-4499
 518468777 E-mail/Text: legal@arsnational.com Nov 19 2019 00:07:00 JP Morgan Chase Bank, c/o ARS National Services, Inc., PO Box 469046, Escondido, CA 92046-9046
 518468778 +E-mail/PDF: resurgentbknotifications@resurgent.com Nov 19 2019 00:09:57 LVNV Funding, LLC, 55 Beattie Place, Greenville, SC 29601-2165
 518477865 E-mail/PDF: resurgentbknotifications@resurgent.com Nov 19 2019 00:10:19 LVNV Funding, LLC, Resurgent Capital Services, PO Box 10587, Greenville, SC 29603-0587
 518563383 E-mail/PDF: MerrickBKNNotifications@Resurgent.com Nov 19 2019 00:10:35 MERRICK BANK, Resurgent Capital Services, PO Box 10368, Greenville, SC 29603-0368
 518468781 E-mail/PDF: MerrickBKNNotifications@Resurgent.com Nov 19 2019 00:09:55 Merrick Bank, PO Box 660702, Dallas, TX 75266-0702
 518468782 +E-mail/PDF: MerrickBKNNotifications@Resurgent.com Nov 19 2019 00:09:54 Merrick Bank, PO Box 9201, Old Bethpage, NY 11804-9001

District/off: 0312-1

User: admin
Form ID: pdf905

Page 2 of 2
Total Noticed: 54

Date Rcvd: Nov 18, 2019

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center
(continued)

518468785 +E-mail/Text: bankruptcy@prosper.com Nov 19 2019 00:07:13 Prosper Funding, LLC,
221 Main Street, Suite 300, San Francisco, CA 94105-1909
518468787 +E-mail/Text: bforester0210@aol.com Nov 19 2019 00:06:51 Robert Forester, 7 Ruth Court,
Absecon, NJ 08201-1813
518468789 +E-mail/Text: jennifer.chacon@spservicing.com Nov 19 2019 00:07:19
Select Portfolio Servicing, Inc., Attn: Bankruptcy Department, PO Box 65250,
Salt Lake City, UT 84165-0250
518470414 +E-mail/PDF: gecscedi@recoverycorp.com Nov 19 2019 00:10:11 Synchrony Bank,
c/o of PRA Receivables Management, LLC, PO Box 41021, Norfolk, VA 23541-1021
518468791 E-mail/PDF: gecscedi@recoverycorp.com Nov 19 2019 00:10:32 Synchrony Bank - Amazon,
ATTN: Bankruptcy Department, Post Office Box 965060, Orlando, FL 32896-5060
518468792 E-mail/PDF: gecscedi@recoverycorp.com Nov 19 2019 00:10:11 Synchrony Bank - American Eagle,
ATTN: Bankruptcy Department, Post Office Box 965060, Orlando, FL 32896-5060
518468793 E-mail/PDF: gecscedi@recoverycorp.com Nov 19 2019 00:10:32 Synchrony Bank - Banana Republic,
ATTN: Bankruptcy Department, Post Office Box 965060, Orlando, FL 32896-5060
518468794 E-mail/PDF: gecscedi@recoverycorp.com Nov 19 2019 00:10:11 Synchrony Bank - Care Credit,
ATTN: Bankruptcy Department, Post Office Box 965060, Orlando, FL 32896-5060
518468796 +E-mail/Text: media@trueaccord.com Nov 19 2019 00:07:20 TrueAccord,
303 2nd Street, Suite 750 South, San Francisco, CA 94107-2543
518468803 +E-mail/Text: bnc-bluestem@quantum3group.com Nov 19 2019 00:07:14 Web Bank,
215 South State Street, Suite 1000, Salt Lake City, UT 84111-2336

TOTAL: 31

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

518468779* +LVNV Funding, LLC, 55 Beattie Place, Greenville, SC 29601-2165
518468780* +LVNV Funding, LLC, 55 Beattie Place, Greenville, SC 29601-2165
518468788* +Robert Forester, 7 Ruth Court, Absecon, NJ 08201-1813
518468795* Synchrony Bank - Care Credit, ATTN: Bankruptcy Department, Post Office Box 965060,
Orlando, FL 32896-5060
518468799* USAA Bank, 10750 McDermott Freeway, San Antonio, TX 78288-0544

TOTALS: 0, * 5, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Nov 20, 2019

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 15, 2019 at the address(es) listed below:

Isabel C. Balboa ecfmail@standingtrustee.com, summarymail@standingtrustee.com
Kevin Gordon McDonald on behalf of Creditor CSMC 2018-SP2 Trust kmcdonald@kmllawgroup.com,
bkgroup@kmllawgroup.com
Robert A. Loefflad on behalf of Debtor GinaMarie Forester rloefflad@ffhllaw.com,
ghuie@ffhllaw.com
U.S. Trustee USTPRRegion03.NE.ECF@usdoj.gov

TOTAL: 4